

## Amendment to the General Agreement for Rendering Banking Services to Individuals

Clause 5.6 shall be amended and clauses 1.1.37-1.1.39 shall be added to the **General Agreement for Rendering Banking Services to Individuals** posted on the web page of the Bank ([www.rebank.ge](http://www.rebank.ge)) and will be formulated as follows:

“**1.1.37. Interest rate** – the annual interest rate established by the present agreement, effective during the period determined by the agreement.

**1.1.38. Effective interest rate of the credit** – the interest rate which includes all necessary financial expenses while being calculated.

**1.1.39. Financial expense** – an expense which is directly or indirectly requested by the Bank and which represents the expense necessary for a client to receive, maintain or close a credit product.“

### „5.6 Top|Card

**5.6.1. For the purposes of the present chapter, the terms shall have the following meanings:**

**5.6.1.1. Top|Card** – Mastercard World Debit type card issued by the Bank to the client on the basis of the present agreement, to which a multi-currency account is linked (GEL, USD, EUROS) only with the right to debit the balance. If the client requests and the Bank agrees, an additional single currency account (in GEL) can be linked to the top-card and the limit of installment can be authorized;

**5.6.1.2. Agreement on use of Top|Card limit of installment** – an agreement processed between the Bank and the client, which is an inseparable part of the present general agreement and regulates legal matters between the Bank and the client, determining the rules and conditions of use of the Top|Card limit of installments;

**5.6.1.3. Partner object** – an entity exercising commercial activities, which has contractual relations with the bank and the client has the opportunity to purchase a product/service offered by such an object by means of the Top|Card (within the limit of installments), with different terms than those defined for using the limit of installments at non-partner objects (if any). The client may obtain information on partner objects on the web page of the Bank (<https://rebank.ge/ka/card/hot-offers-partners>) and on the internet bank;

**5.6.1.4. Non-partner objects** – all persons exercising commercial activities (other than partner objects determined by clause 5.6.1.3. of the present agreement) who do not have contractual relations with the Bank and where different terms can be established for the use of the limit of installments. Information on the use of the limit of installments at non-partner objects established by the Bank is provided on the web page of the Bank and the internet bank ([www.rebank.ge](http://www.rebank.ge));

**5.6.1.5. Limit of installments of the Top|Card** (hereafter the limit of installments) – the amount of credit which is preliminarily approved by the Bank to the Top|Card holder and in the limits of which the client can purchase, withdraw (if applicable) or pay the service cost at the network of partner or non-partner objects. The client is obliged to cover the created arrears under the terms and conditions envisaged by the agreement. Other use of the limit of installments is not permitted (transfer, entering/depositing amount, etc.). The currency of the limit of installments is GEL;

**5.6.1.6. Minimal payment** – upon approval of the limit of installment, depending on the client’s financial data, the monthly payable amount preliminarily determined by the Bank, which includes the base amount of the installment tranche as well as the interest. Failure to pay the amount is construed as a breach of the contractual terms and incurs penalties to the client;

**5.6.1.7. Recommended payment** – monthly payment, the payment of which shall not be charged interest. Recommended payment is calculated automatically by the Bank. In particular, the amount/tranche paid at a partner object is divided by the term envisaged by the agreement entered between the partner object and the Bank. The amount paid at non-partner objects (if any) and the withdrawn amount, including the withdrawal fee, is divided by the term determined by the Bank, unless otherwise determined by the present agreement and/or a particular agreement entered between the parties. The client may receive information on the term agreed between the partner object and the Bank, and the terms established by the Bank for payment of the limit used at non-partner objects and/or withdrawn, on the web page of the Bank and on the internet bank;

**5.6.1.8. Commission fee for withdrawal of the limit of installments** – a commission fee determined by the Bank for withdrawal of the limit of installments, information on which the client can find on the web page of the Bank;

**5.6.1.9. Calculation/billing date** – the particular day of each month when the payable amount is calculated for the client (both minimal and recommended amount) which the latter is obliged to pay prior to the payment date;

**5.6.1.10. Payment date** – the date of making the recommended or minimal payment;

**5.6.1.11. Tranche** – the amount used/spent by the client under the limit of installments;

## **5.6.2. Main terms of using Top|Card:**

5.6.2.1 Provisions of the present agreement, and those envisaged by the general terms of card servicing and credit products, are fully applicable to the Top|Card, taking into consideration the terms provided in the present chapter;

5.6.2.2 Top|Cards may be nameless (non-personalized) as well as with a name (personalized);

5.6.2.3 The client acknowledges that when making purchases at the network of partner objects, the settlement is made from the limit of installments, notwithstanding the existence of the respective amount in the multi-currency account. If the limit of installments is insufficient for making a purchase, the amount will be automatically added from the multi-currency account, provided that there is a sufficient amount in this account.

5.6.2.4 The client acknowledges that when making a purchase at non-partner objects, the settlement will be made from the amount existing in the multi-currency account. If the amount in the multi-currency account is insufficient to make a purchase, the amount shall be added from the limit of installments.

5.6.2.5 The client acknowledges that the Bank is authorized, in the pre-determined term, at its own discretion and at the amount it determines, to allow the possibility of withdrawing the limit of installments. Furthermore, when withdrawing the amount with the Top|Card, the client first withdraws the amount from the multi-currency account. If there is an insufficient amount in the multi-currency account, the client withdraws the installment amount according to the present agreement and any particular agreement.

5.6.2.6 The client acknowledges that in case of withdrawal of the limit of installments, the Bank is authorized to establish the withdrawal commission fee, which will be deducted from the limit of installments.

Furthermore, the client envisages that the withdrawal of the limit of installment is not possible in case the amount of the limit of installment is not sufficient to cover the commission of the withdrawal.

5.6.2.7 With approval of the limit of installments for the Top|Card, a separate agreement is created between the Bank and the client on use of the limit of installments of the Top|Card which will become an inseparable part of the present agreement and which will determine particular terms and rules on the usage of the limit of installments.

5.6.2.8 Repayment of the spent part of the limit of installments is possible by making the minimal or recommended payment, which the client can choose at their own discretion.

5.6.2.9 The limit of installments is renewable, which means that in case of full or partial payment of the limit of installments envisaged by the present agreement, the client can again use the amount, consistent with the present agreement and particular agreement terms.

5.6.2.10 Cancelling a Top|Card (card) does not affect the rules on payment of the spent amount of the limit of installments, and the client shall cover the spent amount according to the established recommended or minimal payment.

### **5.6.3 Regulation on Billing the Interest Rate and Payment of Recommended/Minimal Payment**

5.6.3.1 If the client covers the utilized amount by making a recommended payment, the interest rate shall not be billed on the utilized amount.

5.6.3.2 The amount of the recommended payment is variable and depends on the amount of the limit spent by the client, the terms of installment agreed with the partner objects, the terms established by the Bank with regard to use of the limit of installments at non-partner objects, and/or terms established for the withdrawal of the limit. In the event the limit is spent at the network of various objects during the settlement month, the recommended payment shall be summarized.

5.6.3.3 If the client covers the utilized amount by making a minimal payment, the interest rate shall be billed according to the concrete agreement concluded between the Bank and client, due to the clause 5.6.3.4.2.

5.6.3.4 The minimal payment amount is not variable, regardless how much is spent by the client under the limit of installments. Minimal payment amount includes the base amount and the interest rate, which are paid according to the following regulation:

5.6.3.4.1 With the initial use of the limit (including the full annulling and re-use of the limit), during the period of utilization until the payment date, the interest rate is not accrued and accordingly the first minimal payment is fully directed to cover the base amount. The interest rate is accrued from the 16th of the month. This regulation applies when making any minimal payment, provided that it is paid after payment of the recommended payment amount in the previous month. For example, the client has commenced payment with the recommended payment amount and afterwards proceeds with payment of the minimal payment amount, or commences payment with the minimal payment and then proceeds with the recommended payment and returns to minimal payments.

5.6.3.4.2 The interest rate shall be billed each day to the difference between the recommended amount and paid amount, commensurate with the number of days of using the tranche, accounting for 365 (three hundred sixty five) days per year. The current billed interest rate shall be fully covered from the minimal payment and the remaining amount shall be used to cover the base amount.

5.6.3.5 While calculating the payable amount to be paid by the calculation/billing date (both minimal and recommended), the actual payments made by the client, limit of installments spent during the previous month (if any), billed interest rate and the arrears of the previous month (if any) shall be taken into account.

5.6.3.6 In the event the recommended payment is less than the minimal payment, the client is obliged to pay the recommended payment and in this case the interest rate envisaged by the present agreement shall not be applied.

#### **5.6.4 Regulation on Payment of the Utilized Amount (tranche) and the Billed Interest Rate**

5.6.4.1 On the date of calculation/billing of each month, the information on minimal and recommended payments shall be sent to the client via SMS. The bank is not responsible for the client's failing to receive the notification for any technical shortcoming and/or because of the client. The latter is obliged, upon the payment date, to address the Bank to obtain information on the due amount. The client is authorized to receive detailed information through the internet bank, including the following:

- recommended payable amount;
- minimal payable amount;
- charged penalties (if any).

5.6.4.2 If the client wishes to pay the minimal payment amount, the client is obliged to place the relevant amount in the multi-currency account. The Bank shall ensure debiting the amount from the multi-currency account and pay the minimal amount on the 15<sup>th</sup> day of the respective month.

5.6.4.3 If the client wishes to make a minimal payment before the 15<sup>th</sup> date or make a recommended payment or pre-payment (above the minimal or recommended payment amount), the client shall carry out a payment transaction by means of the internet bank, mobile bank, express payment apparatus, contact center (bank's telephone service center) or bank branch/service centers.

5.6.4.4 The pre-paid amount, less the interest rate and the penalty (if any), shall be directed to cover the utilized base amount. In such a case, the recommended payment of the following month(s) shall be reduced by the respective amount.

5.6.4.5 The client acknowledges that notwithstanding the availability of finances in the multi-currency account to make the recommended payment, the Bank shall not make a recommended payment unless the client carries out a payment operation according to the method indicated in clause 5.6.4.3.

5.6.4.6 Non-payment of the minimal payment amount by the due payment date, or fulfillment of the recommended payment envisaged by clause 5.6.3.6, represents an infringement of the agreement and the Bank is authorized to charge a penalty to the client at the rate established by the concrete agreement.

5.6.4.7 If the minimal payment is not made by the due payment date, the Bank shall block the card (temporarily suspend the right to card use). The card shall be activated the day following full repayment of the overdue arrears, unless otherwise established by clause 5.6.5.1.2.

5.6.4.8 When covering the arrears, first the penalty and commission fees shall be covered (if any) followed by the charged interest rate and then the base amount. The client grants the Bank the right to unilaterally change this sequence.

#### **5.6.5 Rights and Obligations of the Parties:**

##### **5.6.5.1 The Bank is authorized to:**

5.6.5.1.1 Request the client to pay the minimal amount or recommended amount envisaged by clause 4.6. In case of failure to pay, the Bank is authorized to block the limit of installments and charge the client a penalty to the amount and according to the regulations established by the agreement;

5.6.5.1.2 As a result of a client's financial condition, legislative requirements/regulations and/or the Bank's internal procedures/regulations, the Bank may at any time reduce or temporarily restrict the limit of installments. Restriction/cancellation of the limit of installments does not affect the effectiveness of the multi-currency account of the Top|Card.

**5.6.5.2 The client is obliged to:**

5.6.5.2.1 Cover the recommended or minimal payment amount, consistent with the terms of the present agreement;

5.6.5.2.2 In the period of use of the limit of installments, not to close the multi-currency account. Closing of the multi-currency account shall automatically result in the cancellation of the limit of installments;

5.6.5.2.3 If the Bank terminates the agreement for any reason, suddenly or during the term established by the Bank, repay the used amount in full, the interest rate accrued and the penalty (if any), and fulfil all financial liabilities assumed towards the bank;

5.6.5.2.4 Promptly notify the bank on the occurrence of any of the circumstances set forth in this or in the concrete agreement, which grants the Bank the right to terminate the agreement.

**5.6.5.3 The client is authorized to:**

5.6.5.3.1 Address the bank on termination/reduction of the limit of installment. In such a case, the client is obliged to fully cover the amount utilized under the limit of installments and the current due payment.

**For those clients who received a Top|Card from April 06, 2020, the present amendments enter into force and are legally binding from April 06, 2020.**

**For those clients who received a Top|Card before April 06, 2020, the present amendments enter into force and are legally binding from May 08, 2020.**